

REMARKS

This amendment is responsive to the Office Action that was mailed May 7, 2009. The Office Action is the first action after applicants' Request for Continued Examination (RCE) submitted April 15, 2009.

In the Office Action, Claims 1-23 and 25-33 were rejected under 35 U.S.C. § 103(a) as allegedly being obvious over cited art. Applicants have amended Claims 1, 15, 21, and 29. Claims 1-23 and 25-33 remain pending in the application.

Applicants respectfully submit that the amended claims are in allowable condition and therefore request withdrawal of the claim rejections set forth in the Office Action.

Interview Summary

Applicants thank Examiner Rangrej for the time and courtesy she extended in a telephone interview conducted with the undersigned counsel on September 15, 2009. The interview focused primarily on Claims 1, 10, and 15 in view of the disclosures of Hanby and Hele. Amendments that clarify the claims are presented herewith in accordance with the discussion in the interview. Applicants appreciate the opportunity to advance the prosecution of the present application by submission of these amendments.

Patentability of Claims 1-9

In the Office Action, Claims 1-9 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,143,051, issued to Hanby et al. (hereinafter "Hanby") in view of U.S. Patent Application Publication No. 2002/0116231 by Hele et al. (hereinafter "Hele"). While applicants respectfully disagree with the claim rejections, applicants have amended Claim 1 to advance the prosecution of the application.

Claim 1 recites a computer-implemented method for online processing of a life insurance application. As amended, Claim 1 recites, in part, "generating an illustration that provides future values of a proposed life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application, wherein the illustration is based on a projection

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of future performance of the life insurance policy." (Emphasis added.) Claim 1 also recites, in part, "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy." Applicants respectfully submit that both Hanby and Hele, considered alone and in combination, fail teach or suggest the foregoing elements of Claim 1.

The Office Action (page 3) relied upon Hanby, at Col. 4, lines 1-2, and Col. 6, lines 59-67, as allegedly disclosing the above-noted elements of Claim 1. However, Hanby at best only suggests generating a "premium rate" and sending an "appropriate proposal" to the prospective client. Hanby does not teach or suggest that such proposal necessarily contains an "illustration," which is a well-defined term of art in the life insurance industry.

As discussed with the Examiner in the interview, a life insurance policy illustration provides a set of projections that illustrate how the policy will perform in the future, for example, over the prospective insured's lifetime. An illustration is typically prepared by the actuarial department of an insurance company and may include year-by-year financial projections for the policy. If the policy is a term policy, the projections in the illustration may extend to the date that the policy expires. If the policy is a permanent life insurance policy, projections may be provided beyond the person's 100th birthday. Frequently, an illustration shows the current and maximum premiums for each year of the policy, the total premiums paid up through the year, and the projected death benefits for each year.

Claim 1 has been amended to clarify that the generated illustration provides "future values of a proposed life insurance policy . . . , wherein the illustration is based on a projection of future performance of the life insurance policy." Hanby does not disclose or suggest that a policy illustration is generated and sent to the life insurance applicant, nor does Hele disclose such features.

Furthermore, it is improper to infer or assume that Hanby or Hele generates an illustration, as claimed in Claim 1, that provides future values of a proposed life insurance policy. An insurance company can send an insurance application or proposal to an applicant without an illustration, and such application can be signed or proposal accepted without review of an illustration by the applicant. For this very reason the present application provides a mechanism by which a life insurance company can require that it receive a certification *explicitly confirming* whether a generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy. (See page 15, line 29, to page 16, line 3, of the present application as filed.) This feature is not taught by Hanby or Hele.

Hanby, at Col. 6, lines 59–67, merely refers to generating a proposal and transmitting the proposal to a broker or the client. The passage says nothing about an "illustration," as claimed, and further says nothing about "receiving a certification via an electronic data communications link that confirms whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy," as claimed in Claim 1.

The certification according to Claim 1 includes "at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from an agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from an agent in which the agent explicitly confirms that the generated illustration has been provided to the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered." In this regard, the Office Action referred to paragraph [0143] of Hele which states that a policy and application can be sent to a user as an electronic document to be printed or electronically archived by the user, or in some implementations, to be signed

electronically. Alternatively, the policy and application can be sent as paper documents by conventional delivery methods. The user can sign the paper document and return it.

The Office Action argued that "receiving a signed copy is the same as receiving a certification that explicitly confirms the generated illustration has been delivered." However, as previously noted by the applicants, this statement does not specify *what* is received. What is received according to Hele is a signed copy of the application. Nevertheless, as discussed above, it cannot reasonably be assumed or inferred that an application in Hele includes an illustration as claimed nor that a signed application includes "a certification . . . that confirms whether [a] generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the life insurance policy," as claimed in Claim 1. Hele also does not state that a signed application includes "a certification from the insurance policy applicant in which the applicant *explicitly confirms* that the generated illustration has been received." (Emphasis added.)

For at least the foregoing reasons, a *prima facie* basis for rejecting Claim 1 cannot properly be based on the disclosures of Hanby and Hele. Applicants therefore request reconsideration and withdrawal of the rejection of Claim 1.

Claims 2-8 are patentable over Hanby and Hele, both for their dependence on Claim 1 and for the additional subject matter they recite. For example, Claims 2 and 4-8 further define aspects relating to the "certification" of delivery of an "illustration" as recited in Claim 1, which neither Hanby nor Hele teaches or suggests.

Patentability of Claims 21-23 and 25-28

As with Claim 1, clarifying amendments are presented herewith in regard to Claim 21. Claim 21 is directed to a computer system for online processing of a life insurance application. The computer system comprises an application processing server configured with computer-implemented instructions that, when executed, cause the application processing server to undertake actions that include "generat[ing] an illustration providing future values of a life

insurance policy for the individual to be insured, wherein the illustration is based on a projection of future performance of the life insurance policy." (Emphasis added.)

The application processing server in Claim 21 is also caused to "receive a certification via an electronic data communications link from the insurance policy applicant or an agent providing explicit information indicating whether the generated illustration was delivered to the insurance policy applicant at the time of commitment for purchase of the insurance policy." (Emphasis added.)

Claim 21 is patentable over Hanby and Hele for at least the same reasons as Claim 1. Neither Hanby nor Hele teaches or suggests generating, for an individual to be insured, an illustration that provides future values of a life insurance policy based on a projection of future performance of the life insurance policy. Hanby and Hele also fail to teach or suggest receiving a certification, as claimed, that provides explicit information indicating whether the illustration was delivered to the applicant at the time of commitment for purchase of the insurance policy.

Because Hanby and Hele fail to teach all of the features of Claim 21, Claim 21 should be allowed. Claims 22-23 and 25-28 should also be allowed, both for their dependence on Claim 21 and for the additional subject matter they recite.

For example, Claim 28 states that "the certification includes at least one of: (a) a certification from the insurance policy applicant in which the applicant explicitly confirms that the generated illustration has been received; (b) a certification from the agent in which the agent explicitly confirms that the generated illustration has been delivered electronically to the insurance policy applicant; (c) a certification from the agent in which the agent explicitly confirms that the generated illustration has been provided to the insurance policy applicant via a postal or courier service; or (d) a waiver from the insurance policy applicant in which the applicant explicitly confirms an understanding that the generated illustration will be delivered at the time the insurance policy is delivered." As discussed above with respect to Claim 1, these elements are not found in either Hanby or Hele.

Patentability of Claims 10–14

In the Office Action, Claims 10–14 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Hanby in view of Hele. Claim 10 is directed to a computer-implemented method for online processing of a life insurance application that includes "receiving information . . . that identifies an individual to be insured and describes the insurability of the individual, wherein the information includes health information of the individual," and "evaluating the health information of the individual."

According to Claim 10, "if it is determined to extend temporary insurance coverage to the individual," the method includes "issuing via an electronic data communications link a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual pending issuance of the purchased insurance policy."

In rejecting Claim 10, the Office Action cited paragraphs [0014] and [0152] of Hele which merely state that temporary insurance may be sold over the Internet, prior to producing a policy contract. For example, the policy can be valid from the date of purchase to a date 3-6 weeks later, or a date based on the average time required to complete the process of purchasing permanent coverage.

Hele mentions temporary coverage. However, the insurance applicant may be told that he or she is covered by temporary insurance for a period of time without being provided a temporary insurance certificate that is personalized for the individual according to the life insurance policy, accompanied by a temporary life insurance agreement specifying terms of legally binding temporary life insurance that is extended to the individual. For at least this reason, applicants submit that Hele is deficient with respect to the elements recited in Claim 10. Hanby, for its part, does not make up the difference.

Claims 11–14 are also submitted as being in patentable condition, both for their dependence on Claim 10 and for the additional subject matter they recite.

Patentability of Claims 15–20

Claim 15 is directed to a computer-implemented method for online processing of a life insurance application and has been amended to clarify that "an authorization . . . that authorizes immediate collection of medical history information . . . is received concurrent with obtaining the commitment for purchase of the life insurance policy." (Emphasis added.)

The deficiencies of Hanby in regard to Claim 15 were noted in the above-mentioned examiner interview, and instead the interview focused upon Hele. Hele is concerned with assessing risk *before* providing the user a quote (see, for example, paragraphs [0064] and [0134] of Hele). Accordingly, any "authorization" that Hele obtains is not "received concurrent with obtaining [a] commitment for purchase of the life insurance policy," as claimed. According to Hele, when a user begins that process of requesting a quote, an insurance policy has not yet been selected nor has there been any opportunity for the user to commit to purchase a policy. It is incongruous for the Office Action to equate "obtaining a commitment from the insurance policy applicant for purchase of a life insurance policy," as claimed in Claim 15, with "the user selecting the insurance carriers it wants to receive quotes from," as indicated on pages 10 to 11 of the Office Action. At the time of selecting insurance carriers for a quote, no policies have been generated and furthermore, the user is not committing to purchase any particular policy, but instead is merely inviting quotes for review.

Hanby and Hele fail to teach or suggest all of the features of Claim 15. Accordingly, it is proper for the rejection of Claim 15 to be withdrawn. Furthermore, Claims 16–20 depend either directly or indirectly from Claim 15. For at least the above reasons, and for the additional subject matter they recite, Claims 16–20 should be allowed.

Patentability of Claims 29–33

Claim 29 has been amended similar to Claim 15. According to Claim 29, an application processing server is configured with computer-implemented instructions that, when executed, cause the application processing server to: "receive information via an electronic data communications link that identifies the individual to be insured and describes the insurability of the individual; obtain a commitment from the insurance policy applicant for purchase of a life insurance policy to be issued by an insurance provider in accordance with parameters of the life insurance application; receive an authorization via an electronic data communications link that authorizes immediate collection of medical history information from one or more third parties concerning the individual to be insured for purposes of issuing the life insurance policy, in which the authorization is received concurrent with obtaining the commitment for purchase of the life insurance policy; and if the commitment for purchase of the life insurance policy is not obtained, then cancel the authorization for collection of medical history information." (Emphasis added.)

For at least the same reasons that Claim 15 is patentable over Hanby and Hele, applicants submit that Claim 29 is in patentable condition. Applicants also submit that Claims 30–33 are patentable over Hanby and Hele, both for their dependence on allowable Claim 29 and for the additional subject matter they recite.

CONCLUSION

Applicants respectfully submit that the pending claims are patentable over the cited art and therefore should be allowed. The Examiner is invited to contact the undersigned counsel by telephone should any issues remain.

Respectfully submitted,

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